

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION**

BETWEEN:-

VOICE MAIL CLAIMANT

Claimant

- and -

**(1) NEWSGROUP NEWSPAPERS LIMITED
(2) GLENN MULCAIRE**

Defendants

GENERIC PARTICULARS OF CLAIM

The Parties

1. [Identity of the Voice Mail Interception Claimant]
2. The First Defendant was the publisher of the News of the World newspaper which (until its recent closure) had a considerable readership in this jurisdiction and which also published its content on its website www.newsoftheworld.com.
3. The Second Defendant was a private investigator engaged by the First Defendant through his service company to provide "research and information services" from about October 1998 until the arrest of the Second Defendant on 8 August 2006

Claimant's mobile telephone communications

4. At all relevant times, the Claimant had a mobile phone telephone service which s/he used regularly ("the Claimant's Mobile Telephone"). This mobile telephone number is private to the Claimant. At all relevant times the Claimant used the voicemail service provided by his/her mobile telephone provider.
5. [The Claimant's mobile telephone service provider, number and use of voicemail]
6. The Claimants particular use of mobile telephones and concerns about

years of his work at the *News of the World* all of the stories published by the *News of the World* were based on telephone hacking. Furthermore, the Claimant relies upon the fact of the admission that Clive Goodman made as suborned in his evidence at the criminal hearing in January 2007 in that he declined in mitigation to admit the widespread nature of telephone interception at the *News of the World* on the promise of [REDACTED] that he would be re-employed.

- (g) Evidence to the Leveson Inquiry on 13 December 2011 that an additional payment was made by the First Defendant to Mr Goodman of £90,000, made in February 2007, which had been authorised by [REDACTED] and a second payment of £153,000, including legal fees, between October and December 2007. It is to be inferred that [REDACTED] and [REDACTED] were aware of this payment at the time of their response to the Select Committee's request in [REDACTED] [REDACTED] and that [REDACTED] and [REDACTED] would therefore have known that Mr Goodman had not been paid a single payment consisting of a year's salary, modest statutory compensation and legal costs as is inferred in [REDACTED] letter.

- (h) On 13 December 2011, in his evidence before the Leveson Inquiry, Mr Julian Pike, former lawyer for the First Defendant, admitted that from April 2008 he did not believe that the First Defendant's "rogue reporter" defence was true.

35. From 2008 onwards, the First Defendant had, and was aware that it had, a legal obligation to preserve all relevant evidence because, by 2007, it had had notification of civil claims brought by Gordon Taylor and by 2008 the civil claims brought by Jo Armstrong and John Hewison. In about summer 2009, it also had notification of a legal claim by Max Clifford and in April 2010, July 2010 and September 2010, it had claims by a number of individuals including Skylet Andrew, Andy Gray and Sienna Miller. In spite of this, the First Defendant has caused, allowed and/or permitted substantial, relevant evidence to be destroyed. The Claimant relies on the destruction of evidence by the First Claimant in support of its case that the First Defendant was knowingly misusing victims' private information (including, it is to be inferred, the Claimant's private

information) by voicemail interception and other unlawful acts set out above. In support of this allegation the Claimant relies upon the following facts and matters:

- 35.1 All computers used by its journalists, including that of [REDACTED] who had been specifically named in the letter before action dated 6 September 2011 in the Sienna Miller action, were destroyed in about October 2010.
- 35.2 Hundreds of thousands of emails, on nine separate occasions, were deleted. The Claimant relies upon letter of 1 August 2011 from Stuart Benson and Company, Solicitors for HCL, to the Home Affairs Select Committee.
- 35.3 The active steps taken by the First Defendant to delete emails via the creation of an 'Email Deletion Policy'. The Claimant will rely, amongst other matters, on the following:
 - (i) The draft framework of the Email Deletion Policy dated November 2009 stated under "Opportunity" that its aim was, amongst other matters, "to eliminate in a consistent manner across NI (subject to compliance with legal and regulatory requirements) emails that could be unhelpful in the context of future litigation in which an NI company is a defendant".
 - (ii) The Claimant will also rely on emails sent by a senior executive of the First Defendant (identified in paragraph 6 of the Confidential Schedule) in May 2010 enquiring about email deletion and in August and October 2010 relating to the 'email deletion policy' at the First Defendant and pressing for such deletions, including:
 - (a) an email dated 12 May 2010 stating "what happens to my emails....with deletion".
 - (b) an email dated 29 July 2010 stating "How come we still haven't done the email deletion policy discussed and approved six months ago?";
 - (c) an email dated 4 August 2010 referring to "email deletion" and stating "everyone needs to know that anything before January 2010 will not be kept"; and
 - (d) an email dated 7 October 2010 stating "how are we doing with the TMS email deletion policy". This is sent by the senior executive to a legal officer at the First

Defendant who forwarded the email to a member of the First Defendant's IT team saying, "Should I go and see [them] now and get fired – would be a shame for you to go so soon?!!! Do you reckon you can add some telling IT arguments to back up my legal ones".

- (iii) The email from an employee in the Technology Department dated 9 September 2010 and sent at 16.50 stating, "If the deletion need to wait until tomorrow, then that is fine. There is a senior NI management requirement to delete this data as quickly as possible but it need to be done within commercial boundaries". The Claimant will rely, *inter alia*, on the fact that this deletion took place after the First Defendant had received the letter before action in the Sienna Miller action which was dated 6 September 2010, which expressly demanded steps be taken to preserve relevant documents. The Claimant relies upon paragraph 83 of the third witness statement of Paul Cheesborough, admitting that all emails on the email archive system up to 31 September 2004 were deleted. In January 2011, all emails on the archive system up to 31 September 2007 were deleted.

- 35.4 The Claimant also relies upon the fact that in July 2011 the senior executive identified at paragraph 1(b) of the Confidential Schedule caused and procured an employee to remove 7 boxes of their own records from the company storage facility.

36. The Claimant relies upon the above matters, set out in paragraphs 34 and 35, in support of her/his case on concealment, spoliation and aggravation of damages.

Remedies

37. By reason of the above matters, the Claimant has suffered substantial distress as a result of the misuse of her/his private information by the First Defendant, as well as loss and damage, and/or the Defendants have obtained substantial profit. The Claimant is unable to particularise her/his damage further until he has ascertained the full nature and extent of the wrongful acts committed by the Defendants in accordance with paragraph 40 below.

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

ALL CLAIMS IN THE SCHEDULE

IN THE MATTER OF MOBILE PHONE VOICEMAIL INTERCEPTION LITIGATION

BETWEEN:

VARIOUS CLAIMANTS
(listed in the Schedule hereto)

Claimants

- and -

(1) NEWS GROUP NEWSPAPERS LTD
(2) GLENN MICHAEL MULCAIRE

Defendants

-and-

COMMISSIONER OF METROPOLITAN POLICE

Respondent

NOTICE TO ADMIT FACTS

THE CLAIMANTS GIVE NOTICE THAT THE DEFENDANTS ARE REQUESTED TO ADMIT THE FOLLOWING FACTS:

The Arrangement

1. That in or about October 1998 the Second Defendant first entered into an arrangement in respect of the *News of the World* ("the Arrangement") with the First Defendant under the terms of which he agree to obtain, on request, information about specific individuals and third parties connected to them, such as their family and/or friends and/or colleagues (together known as "the Targets"). [REDACTED]
2. That the Arrangement continued until the arrest of the Second Defendant on 8 August 2006.
3. That the Arrangement was evidenced by a series of written agreements

information to the First Defendant which then published eleven articles based on this information in the *News of the World*.

50. That, pursuant to the Arrangement, between 2004 and 2006 the Second Defendant intercepted voicemail messages left on the mobile telephone of Kelly Hoppen and provided unlawfully obtained information to the First Defendant.

Voicemail Interception after 2006

51. That after the Second Defendant's arrest, Journalist E continued to intercept voicemail messages.

Concealment

52. That senior employees and directors of the First Defendant knew about its wrongdoing and sought to conceal it by
- (a) putting out public statements it knew to be false and/or
 - (b) deliberately failing to provide the police with all the facts and matters of which it was aware and
 - (c) deliberately deceiving the police in respect of the purpose of payments to the Second Defendant and
 - (d) destroying evidence of wrongdoing, which evidence included a very substantial number of emails and the computers of journalists A to C which had been in use during the Arrangement

Damages and Profits

53. That the employees of the First Defendant identified in the Confidential Schedule used unlawful means to obtain information that they knew could not have obtained by lawfully, irrespective of how much it paid.
54. That the employees of the First Defendant identified in the Confidential Schedule calculated that the profits to be gained from using the services of the Second Defendant would exceed any compensation likely to be awarded to anyone whose information had been unlawfully obtained.

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ADMISSION OF FACTS
CPR PART 32.18

The First Defendant makes the admissions below in response to the Claimants' Notice to Admit Facts served on 29 November 2011 ("the Notice to Admit").

In accordance with CPR Part 32.18(3), these admissions are made on the basis that they may be used against the First Defendant only in these proceedings and by the Claimants who served the Notice to Admit, and that they may not be used on any other occasion or by any other person or for any other purpose. These admissions should not be taken to be acceptance that any conduct relating to the matters set out below can be proven to the criminal standard.

Paragraph numbers used below are the same as those in the Notice to Admit.

The Arrangement

1. (a) In or about 2001 the Second Defendant entered into an arrangement with the First Defendant in respect of the *News of the World* ("the Arrangement") under the terms of which the Second Defendant agreed to obtain, on request, information about specific individuals and third parties connected to them, such as their family and/or friends and/or colleagues.

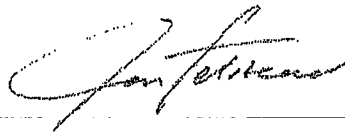
Concealment

52. The First Defendant is unable to make any admission as to the state of knowledge, motivation, or states of mind of the unidentified "senior employees and directors" referred to at paragraph 52 of the Notice to Admit, which are not within its knowledge. Neither is it able to admit or deny the unparticularised allegations set out at paragraphs 52(a) – (d). Without prejudice to those non-admissions, and solely in the interests of the prompt and efficient determination of these claims, the First Defendant consents to the assessment of aggravated damages by the Court on the basis of the facts alleged at paragraph 52.

Damages and Profits

53. The facts set out in paragraphs 53 – 55 of the Notice to Admit are not admitted.

SIGNED:



Ian Felstead, Olswang LLP, Solicitors for the First Defendant

POSITION OR OFFICE HELD: Partner

DATE: 13 December 2011